



DELUXE AUDIO PTY LTD ABN: 48 258 664 107 EMAIL: mail@deluxeaudio.com.au PHONE: 03 9686 4755 P.O. BOX 524, SOUTH MELBOURNE, 3205 VIC, AUSTRALIA FAX: 03 9686 4766 WEB: www.deluxeaudio.com.au

## HIRE APPLICATION & CREDIT CARD AUTHORITY

### 1. CUSTOMER DETAILS

Registered Business / Customer Name: \_\_\_\_\_
ABN (if applicable): \_\_\_\_\_
Address: \_\_\_\_\_
Phone Number: \_\_\_\_\_
Email Address: \_\_\_\_\_
Contact Person: \_\_\_\_\_

### 2. CREDIT CARD AUTHORITY (Pre-Authorization for Security Deposit – HIRE DEPARTMENT)

We require all hires to have a Pre-Authorization on your Credit/Debit Card on collection of the job. This Pre-Authorization will act as your security deposit, only to be charged if/when hires are returned late, or to charge for damages. The amount to be authorized is Three Times the Hire Charge up to a maximum of \$1000.00. Pre-Authorization amounts are set aside by your credit card company for up to 14 days and will temporarily affect your available funds balance or spending limit.

Payment for all hires may be made with a Credit Card, Cash, Debit Card, or EFTPOS, after the Pre-Auth charge has been approved. WE DO NOT ACCEPT payment for hires with Cheque, or Bank Transfer.

Your authority is required to allow Deluxe Audio to debit your credit card for payment due. Please complete this Credit Card Authority and email the scanned .pdf/.doc to accounts@deluxeaudio.com.au. Alternatively you can call us with the details, and we can fill out this section for you, and then simply email a confirmation stating the below:

I authorize Sound Solution Australia Pty Ltd T/As Deluxe Audio to debit the following credit card as payment for sales and / or services booked through Deluxe Audio & Deluxe Guitars.

Card Type: VISA / MASTERCARD / AMEX (3% Surcharge)
Corporate/Business/Platinum Cards attract 1% Surcharge, and International Cards attract a 2.5% Surcharge.

Card Number: \_\_\_\_\_
Expiry: \_\_\_\_\_
Security Code (3 Digits on back of card – 4 Digits with AMEX): \_\_\_\_\_
Name on Card: \_\_\_\_\_

I, the hirer, verify that the above customer information and credit card details are correct. I agree to undertake rental of the listed equipment under the terms and conditions of Deluxe Audio. I understand that any losses, damages, late returns and / or additional labour may be charged to the credit card at the discretion of Deluxe Audio.

Signature: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

### 3. CREDIT CARD AUTHORITY (Card Not Present – HIRE & SALES DEPARTMENT)

If you intend to pay for your transaction with a credit/debit card, but you will not be present to sign the payment slip in store, we require Visual Proof that your Photo ID matches the name on Your Credit Card. Please email a photocopy (or photo) of both to us with the following declaration:

I authorize Sound Solution Australia Pty Ltd T/As Deluxe Audio to debit the following credit card as payment for sales and / or services booked through Deluxe Audio & Deluxe Guitars.

PLEASE COMPLETE APPLICATION AND EMAIL WITH CARD & PHOTO ID COPIES TO: accounts@deluxeaudio.com.au



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## HIRE APPLICATION & CREDIT CARD AUTHORITY

### 3. TERMS AND CONDITIONS OF HIRE

#### 1. OFFER

The hirer by this signature agrees to hire the goods, accessories or equipment ("the goods") described herein from Sound Solution Australia Pty Ltd, or its permitted assigns ("the owner") for the hire period and to pay the total hire fee payable and observe the conditions terms and covenants contained in the Agreement to Hire hereof.

#### 2. RENTAL PERIOD

The hire period shall commence from the date of acceptance of goods to the hirer until the goods are returned or repossessed by the owner. The owner may terminate the hire period after receiving proper confirmation of the theft or destruction of the goods. The hirer shall return the goods to the owner on the date due back specified on the agreement hereof or on such earlier date as the owner may require under clause 7 hereof.

#### 3. ACCEPTANCE

The owner may accept this offer by delivering the goods to the hirer.

#### 4. TOTAL HIRE FEE PAYABLE

The total hire fee payable shall be the aggregate of:

- (i) The hire charge for the use of the goods calculated in accordance with the relevant writings and figures set forth on the front hereof under "HIRE FEE PAYABLE".
- (ii) A sum equal to the value of the goods, accessories and equipment lost or stolen during the rental period.
- (iii) The owners expenses both legal and incidental.
- (iv) Accumulated interest on all amounts due but unpaid.

The total hire fee payable shall be due to owner from the hirer either on demand by the owner or at the end of the hire period whichever is sooner. The hirer will on demand pay to the owner interest on a daily basis calculated at the rate of 0.10% per day on the amount due but unpaid.

#### 5. HIRERS RESPONSIBILITY FOR LOSS OR DAMAGE TO GOODS

- (i) The hirer covenants with the owner that the goods will at the end of the hire period or upon the date of repossession be in good condition free from all damage or defects of any kind whatsoever except for ordinary wear and tear.
- (ii) The hirer agrees to pay the owner for the owner's loss expenses and costs in respect of all such damage and defects which amount shall be recoverable from the hirer on liquidated demand.
- (iii) The hirer shall accept full and total responsibility for goods on hire and all risk remain with the hirer. The owner acknowledges that no unit or item of goods hired are covered by the owner by insurance whilst on hire and the hirer covenants to insure goods in the name of the hirer and the owner jointly whilst on hire.

#### 6. HIRERS OTHER OBLIGATIONS

That the hirer shall:

- (i) Not allow or permit the goods on hire to be used by any person other than himself or members of his family, members of his band, incorporated company, unincorporated association or acknowledged servants, agents or employees PROVIDED ALWAYS that the owner has received notice from the hirer of the names of persons inclusive of the list above mentioned and the location where the goods are to be used.
- (ii) Not allow the goods to be repaired nor allow or create any lien over the goods nor part with possession of the goods.
- (iii) Take reasonable care of the goods and not abuse or misuse them in any way whatsoever.

#### 7. REPOSSESSION

The owner may repossess the goods and the hirer shall on being so required by the owner forthwith return the goods to the owner if:

- (i) The hirer is in breach of any term or condition hereof or has made any misrepresentation to the owner, or
- (ii) The goods are damaged in any way.

#### 8. LEGAL PROCEEDINGS

In any legal proceedings between the owner and the hirer a certificate signed by a director of the owner shall be evidence of the truth of the facts stated herein including:

- (i) Hire period.
- (ii) The facts constituting any breach by the hirer, and
- (iii) The cost to the owner of making good damage or loss.

That the hirer and owner acknowledge that this agreement shall be binding upon the parties subject always to the laws from time to time in force in the State of Victoria.

Warning: Misuse of this equipment is dangerous; Persons using this equipment do so at their own risk. The hirer shall be responsible for any loss or damage occasioned by the use of the equipment. Reference should be made to the standard terms and conditions of hire set out on the back of the Hire Agreement.

REMINDER: THE EQUIPMENT HIRED AS SIGNED FOR IN THE HIRE AGREEMENT OF THIS DOCUMENT IS NOT COVERED BY INSURANCE AGAINST FIRE, THEFT, BURGLARY OR ACCIDENTAL DAMAGE AND AS SUCH **THE RESPONSIBILITY FOR LOSS OR DAMAGE OF THE EQUIPMENT LIES WITH THE HIRER.**

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